合同编号：2023-ERGS-XSTL-CL-082

Contract number：2023-ERGS-XSTL-CL-082

Broj ugovora: 2023-ERGS-XSTL-CL-082

Preduzeće za proizvodnju, promet i usluge "UNIPROMET" d.o.o. Br. 1726/14 8.12. 23 ČAČAK

材料购销合同

Material purchase and sale contract

Kupoprodajni ugovor za materijal

采购人：山东省路桥集团有限公司塞尔维亚分公司

（甲方）

供应商：Unipromet d.o.o. Cacak

（乙方）

Purchaser: Shandong Luqiao Group Co., Ltd. Ogranak (Party A)

Beograd - Novi Beograd

Supplier: Unipromet d.o.o. Cacak

(party B)

Kupac: Shandong Luqiao Group Co., Ltd. Ogranak Beograd -

Beograd - Novi Beograd

Dobavljač: Unipromet d.o.o. Cacak

(strana B)

Novi Beograd

(strana A)

签订时间：　年　月　日

签订地点：苏博蒂察市

Signing date: 7.12.2023.

Signing location: Subotica

Datum potpisivanja ugovora: 7.12.2023.

Mesto potpisivanja: Subotica

材料购销合同

采购人（甲方）：

山东省路桥集团有限公司

塞尔维亚分公司

供应商（乙方）：

Unipromet d.o.o. Cacak

为完成山东省路桥集团有限公司塞尔维亚分公司匈塞铁路诺苏段二标项目工程施工，经双方协商一致，依据塞尔维亚法律有关规定签署本合同，以备双方共同遵守。

Material purchase and sale contract

Purchaser (Party A): Shandong Luqiao Group Co., Ltd. Ogranak Beograd-Novi Beograd

Supplier (Party B): Unipromet d.o.o. Cacak

In order to complete the construction of the second tender item of the Novi Sad Subotica section of the Hungary-Serbia Railway of the Shandong Luqiao Group Co., Ltd. Ogranak Beograd-Novi Beograd, the two parties have reached an agreement and signed this contract in accordance with the relevant regulations of Serbian laws for mutual compliance by both parties.

Kupoprodajni ugovor o nabavci materijala

Kupac (strana A): Shandong Luqiao Group Co., Ltd. Ogranak Beograd-Novi Beograd

Dobavljač (strana B): Unipromet d.o.o. Cacak

U cilju završetka radova na drugoj deonici tendera projekta kompanije Shandong Luqiao Group Co., Ltd. Ogranak Beograd-Novi Beograd za deonicu Novi Sad - Subotica, srpsko-mađarske pruge, dve strane su došle do dogovora i potpisale ovaj ugovor u skladu sa svim relevantnim propisima zakona u Srbiji radi uzajamno poštovanje obe strane.

一、 材料名称、型号、厂家、数量、金额、供货时间及数量

I, material name, type, quantity, sum, delivery time

I, naziv materijala, tip, količine, iznos, vreme isporuke

材料名称 Naziv materijala Material name	规格型号 Specifikacija i model Specification and model	单位 jedinica unit	数量 Količina quanitity	税前单价（第纳尔） Jedinična cena pre poreza (RSD) Unit Price before tax (RSD)	估算价税合计金额(第纳尔) Predviđeni iznos sa porezom (RSD) estimated amount with tax (RSD)	备注 Napomene remarks
EDSP 12M B 型终端端子ENDING TERMINAL FOR EDSP 12M TYPE B	/	个	4	79726.14	318904.56	135+113
安全护栏 EDSP/2-1.9 RAL B 型 SAFETY GUARD RAIL EDSP/2-1.9 RAL TYPE B	/	m	272	5753.01	1564818.72	
安全护栏 SR ECO 类型 B SAFETY GUARD RAIL SR ECO TYPE B	/	m	280	9050.33	2534092.4	
安全护栏 SR ECO BW B 型 SAFETY GUARD RAIL SR ECO BW TYPE B	/	m	520	14534.48	7557929.6	
过渡连接件 FLEXTRA TRANSITION SRE-EDSP L12M TYPE B	/	个	4	184796.24	739184.96	
转折器 CATADIOPTERS	/	个	94	609.45	57288.3	
方向柱 DIRECTION POST	/	个	70	1067.37	74715.9	
合计 Ukupno Total					12846934.43	

实际供应数量：甲方根据工程实际和乙方报价等综合情况，确定具体数量，结算以实际到场安装数量为准。	Actual supply quantity: Party A determines the specific quantity according to the actual project and Party B's quotation and other comprehensive conditions; the settlement is based on the actual on-site installed quantity.	Stvarna količina isporuke: Strana A određuje specifičnu količinu prema stvarnom projektu i ponudi Strane B i drugim sveobuhvatnim uslovima, poravnanje se zasniva na stvarnoj ugrađenoj količini na licu mesta.
说明： 1.1税后单价为材料送到工地并安装好的到场最终结算价格，包括但不限于原材料费、加工费、运费、安装费、装卸费及税金；	Instruction: 1.1 The unit price after tax is the final settlement price when the materials are delivered and installed to the construction site, including but not limited to raw material costs, processing costs, freight, installation, loading and unloading fees and taxes;	Objašnjenje: 1.1 Jedinična cena materijala isporučenog i ugrađenog na gradilište po obračunatom porezu se uzima za cenu kojom se izmiruje račun, uključujući ali neograničavajući se na troškove repro materijala, obrade, prevoza, utovara i istovara, ugradnje i poreza;
1.2税前单价为固定价格，无论市场价格如何变化，税前单价不做调整。	1.2 The unit price before tax is a fixed price. No matter how the market price changes, the unit price before tax will not be adjusted.	1.2 Jedinična cena pre poreza je fiksna cena, bez obzira na veličinu promene tržišnih cena, jedinična cena pre poreza se ne može korigovati.
合同总价为 12846934.43 第纳尔。	1.3 The total contract price is RSD 12,846,934.43。	1.3 Ukupna vrednost ugovora 12,846,934.43 RSD .
二、质量要求、技术标准 2.1乙方必须满足 塞尔维亚国家要求 标准。所提供的护栏、端头部分和Flextra符合SRPS EN1317 系列标准，以及JPPS 发布的塞尔维亚国道上车辆约束系统应用技术说明（自2010 年起生效）。所提供的护栏具有安全屏障梁型材 B，该	**2. Quality requirements and technical standards** 2.1 Party B must meet the national requirements of Serbia. The provided guardrails, end terminal, and Flextra comply with the SRPS EN1317 series standards, as well as the JPPS issued Technical Specification for the Application of Vehicle	**2. Zahtevi kvaliteta i tehnički standardi** 2.1 Strana B mora zadovoljiti zahteve standarda države Srbije. Zaštitna ograde, kosi završeci i Flextra su u skladu sa standardima SRPS EN1317, kao i sa Tehničim uputstvom za primenu sistema za zadržavanje vozila na državnim putevima

型材在塞尔维亚共和国的道路上符合使用规定。	Restraint Systems on Serbian National Roads (effective from 2010). The provided guardrails have a safety barrier beam profile B, which meets the usage regulations on roads in the Republic of Serbia.	Republike Srbije (na snazi od 2010. godine) koju je izdao JPPS. Zaštitne ograde imaju profil zaštite B, koji ispunjava propise o upotrebi na putevima u Republici Srbiji.
2.2货物符合第2.1条，没有破损和弯曲，货物时应符合甲方提供的图纸要求。	2.2 The goods must comply with point 2.1, be without damage and bending, and the goods should meet the requirements of the drawings provided by Party A.	2.2 Roba će biti u skladu sa tačkom 2.1 bez oštećenja i savijanja, i sva roba treba da ispunjava zahteve date u crtežima koje je dostavila Strana A .
2.3满足甲方、业主及监理的三方质量技术及要求。乙方若有异议，应当场提出复验， 或由甲乙双方协商，也可向甲方或乙方指定的第三方机构申请核验。	2.3 Meet the three-party quality, technology and requirements of Party A, the owner and the supervisor. If Party B has any objection, they shall submit a re-inspection on the spot, or through negotiation between Party A and Party B, or apply to a third-party agency designated by Party A or Party B for verification.	2.3. Moraju se zadovoljiti kvalitativni i tehnički zahtevi tri strane: Strane A, vlasnika i nadzora. Ako Strana B ima prigovor, trebalo bi da na licu mesta zahteva ponovnu proveru, ili da se reši u dogovoru sa Stranom A, ili se može prijaviti za proveru trećoj strani koju je Strana A ili Strana B odredila.
三、乙方对质量负责的条件和期限 自甲方工地验收合格并期中付款证书的审批之日起24个月。质量保证期内，甲方发现已验收的货物存在新的缺陷或已修复的缺陷部位再次出现问题的，且上述缺陷非甲方原因或损坏造成的，乙方应在质量保证期限内维修，	3. **Quality responsibility conditions and deadlines for Party B** 24 months from the date of acceptance at Party A's construction site and verification of the IPC. During the warranty period, if Party A finds that the accepted goods have new defects or the repaired defective parts have problems again, and the above defects are not caused by Party A or damage, Party B shall	3. **Uslovi odgovornosti kvaliteta i rokovi za Stranu B** 24 meseca od datuma prihvatanja na gradilištu Strane A od overe IPC-ja. Ukoliko tokom garantnog roka Strana A utvrdi da prihvaćena roba ima nove nedostatke ili da popravljeni neispravni delovi ponovo imaju probleme, a gore navedeni nedostaci nisu uzrokovani Stranom A ili oštećenjem, Strana B će ih popraviti u garantnom

	Party A or damage, Party B shall repair them within the warranty period.	roku.
四、交（提）货时间、地点、方式 4.1乙方收到甲方支付的预付款后，根据甲方的动态计划供货，该动态计划作为本合同的不可分割部分（附件2）。 乙方根据作为合同组成部分的动态计划交货和安装合同材料。在安装开始前甲方负责安装地形的准备，即平整、清理地形、移动草地以及几何标记。并为乙方提供操作机器的通道。安装过程中所需要的机械设备、工具，人员，材料以及施工所需要的电力、能源均由乙方自行负责。完成交付之前的货物损坏灭失、车辆碰撞刮擦及安全等一切灭失风险由乙方负责。	**4. Delivery (submit) time, place and method** 4.1 After receiving the advance payment from Party A, Party B shall supply the goods according to Party A's dynamic plan, which is the integral part of this Contract (Attachment 2). Party B is responsible for the delivery and installation of the contracted material according to the dynamics plan that is an integral part of the contract. Before the start of the installation, Party A is responsible for preparing the installation terrain, including leveling, cleaning the terrain, moving the grass, and geometric markings, and provide Party B with access to operate the machinery. The mechanical equipment, tools, personnel, materials required during the installation process, as well as the electricity and energy required for construction, shall be the responsibility of Party B. Party B shall be responsible for all risk of loss of goods before delivery, vehicle collision and scratches, and safety.	**4. Vreme, mesto i način isporuke (podnošenja)** 4.1 Po primljenom avansu od Strane A, Strana B će isporučiti robu prema dinamičkom planu koji je sastavni deo ugovora (Prilog 2). Strana B je odgovorna za isporuku i ugradnju ugovorenog materijala prema dinamici koja je sastavni deo ugovora. Pre početka ugradnje, Strana A je odgovorna za pripremu terena za instalaciju, uključujući nivelisanje, čišćenje terena, uklanjanje trave i geometrijske oznake, kao i da obezbedi Strani B pristup za rukovanje mašinama. Sve rizike gubitke i štetu na robi, kvarove, ogrebotine i kolizijie na vozilu, i za druge bezbendosne rizike pre izvršene predaje robe snosi strana B. Mehanizacija, alati, osoblje, materijali potrebni tokom procesa ugradnje, kao i električna energija i energenti potrebna za radove, biće odgovornost Strane B.
五、运输方式及到达站和	5. **Mode of transportation,**	**5.Način prevoza, odredište i troškovno opterećenje**

费用负担 5.1运输方式为 汽车运输 ，乙方承担运输费用。 5.2运输过程中乙方按塞尔维亚国家标准包装、覆盖，做到无抛洒、无遗漏，不污染环境。因乙方运输过程中出现的货物损失、道路损坏等，由乙方承担全部责任，并赔偿甲方经济损失。	**destination and cost burden** 5.1 Transport will be done by motor vehicle, Party B will assume transportation costs. 5.2 During the transportation, Party B shall pack and cover it according to the national standards, so as to ensure that there is no spillage, no omission, and no pollution to the environment. Party B shall assume full responsibility for material loss, road damage, etc. arising from Party B's transportation, and shall compensate Party A for economic losses.	5.1 Za prevoz će se koristiti motorno vozilo, Strana B snosi troškove prevoza. 5.2 Tokom transporta, Strana B će ga upakovati i pokriti u skladu sa nacionalnim standardima, kako bi se osiguralo da nema prosipanja, propuštanja i zagađenja životne sredine. Strana B će preuzeti punu odgovornost za materijalne gubitke, štetu na putu, itd. koji proističu iz transporta Strane B, i nadoknadiće Strani A ekonomske gubitke.
六、合理损耗及计算方法 无	6. **Reasonable loss and calculation method** None.	6.**Razumni gubitak i metoda proračuna** Nema.
七、计量方式（结算依据） 实际结算数量：以运至甲方工地安装完成，并在甲方工地经甲方以检尺/查数方式验收合格的实际数量为准，由甲方代表在‘材料入库验收单’上签字，乙方代表应同时签字，完成货物物权交接；未有双方代表签字的，不能作为结算依据。乙方若有异议，应当场提出复验，也可向甲方指定第三方机构申请核验，否则视为无异议。	**7. Measurement method (settlement basis)** Actual settlement quantity: based on the actual quantity delivered to Party A's site and installed and accepted by Party A through of measuring/counting. Party A's representative shall sign on the 'receipt', and Party B's representative shall sign at the same time to complete the transfer of property rights of goods. Without signature of representatives of both parties, it cannot be used as the basis for	**7. Način obračunavanja (osnova obračuna)** Stvarna količina za obračun: na osnovu stvarne količine koja je isporučena i ugrađena na gradilištu Strane A i prihvaćena od strane Strane A u obliku provere merenja/provere broja. Predstavnik Strane A će potpisati „otpremnicu", a predstavnik Strane B će istovremeno potpisati kako bi se završio prenos imovinskih prava na robu. Bez potpisa predstavnika obe strane, ne može koristiti kao osnova za obračun. Ukoliko

	settlement. If Party B has any objection, they shall submit a re-inspection on the spot, or apply to a third-party agency designated by Party A for verification, otherwise it shall be deemed that there is no objection.	Strana B ima bilo kakav prigovor, ona će podneti ponovni pregled na licu mesta ili će se obratiti agenciji treće strane koju je odredila Strana A radi provere, u suprotnom će se smatrati da nema prigovora.
八、验收标准、方法及提出异议期限	**8. Acceptance criteria, methods and time limit for raising objections**	**8. Kriterijumi prijema, način i rok za podnošenje primedbi**
8.1货到甲方工地后，甲方按第二条约定质量标准及技术标准进行验收；货物的验收是通过每月的其中付款证书来完成的。	8.1 After the goods arrive at the construction site of Party A, Party A shall conduct acceptance inspection according to the quality standards and technical standards stipulated in Article 2; Receipt of goods is done through the monthly IPC.	8.1 Po prispeću robe na gradilište Strane A, Strana A prema članu 2 dogovorenom standardu kvaliteta i tehničkim stadardima vrši prijem robe; Prijem robe se vrši kroz mesečnu situaciju.
8.2甲方或其代表对货物进行验收，以确认货物能符合合同规定的要求。	8.2 Party A or its representative shall inspect and accept the goods to confirm that the goods can meet the requirements specified in the contract.	8.2 Strana A ili njen predstavnik vrši prijem robe, kako bi se utvrdilo da li roba odgovara ugovorom propisanim zahtevima.
8.3对接收及质量检验时，非有权接收人接收货物及接收形式不符合要求均不应认定为货物完成交付；甲方应在本合同签订之日起3（三）天内，向乙方提供给关于指定负责接收货物的人员的决定/授权；乙方应始终对货物质量承担责任，该责任不因收货质检未能发现瑕疵以及质保期满而免除；对质量异议，甲方有权委	8.3 When receiving and quality inspection, if the goods are not accepted by the authorized receiver and the form of acceptance does not meet the requirements, the it shall not be deemed as the goods have been delivered; Party A shall, within 3 (three) days from the date of conclusion of this Contract, deliver to Party B the decision/authorization on the	8.3 Prilikom prijema i provere kvaliteta, osoba koja je primalac mora biti ovlašćena od Strane A, prijem materijala obavljen od strane neovlašćene osobe, kao i ako način prijema nije izvršen kako je zahtevano u oba slučaja predaja robe se neće smatrati izvršenom; Strana A će u roku od 3 (tri) dana od dana zaključenja ovog Ugovora da dostavi strani B odluku/ovlašćenje o imenovanju odgovorne osobe za prijem robe. Strana B je odgovorna za kvalitet

托监理进行鉴定，供需双方认可其鉴定结论作为质量判定依据。。	appointment of the person responsible for receiving the goods; Party B shall always be responsible for the quality of the goods, which shall not be exempted due to the failure to find defects in the receiving quality inspection and the expiration of the warranty period. For quality objections, Party A has the right to entrust the Supervisor for appraisal, and both the supplier and the buyer recognize the appraisal conclusion as the basis for quality judgment.	materijala od početka do kraja procesa, ta odgovornost se ne može izbeći u slučaju da prilikom prijema nisu otkriveni nedostaci ili ispunjenjem garantnog perioda; u slučaju primedbi na kvalitet, Strana A ima pravo da procenu poveri Nadzornom organu na izvršenje, obe strane prihvataju rezultat procene kao osnovu za ocenu kvaliteta.
九、安全防护 乙方根据货物的特点，考虑对货物在生产、购置、运输、存放和交付过程中的丢失或损坏以及对工作人员和第三方责任进行保险，费用由乙方负责。乙方应对运输人员配备必要的劳保用品和安全防护用品，运输人员的工资、福利、保险等一切费用均由乙方承担。材料应是有生产许可证的厂家、并且符合塞尔维亚安全防护标准要求。	**9. Safety protection** According to the characteristics of the goods, Party B shall consider the loss or damage of the goods in the process of production, purchase, transportation, storage and delivery, as well as insurance for the liability of the staff and third parties, and Party B shall be responsible for the expenses. Party B shall provide necessary labor protection and safety protection for the transportation personnel, and Party B shall bear all expenses such as wages, benefits, insurance and other expenses of the transportation personnel. The material should be provided by a manufacturer with	**9. Sigurnosna zaštita** U odnosu prema karakteristikama robe, Strana B uzima u obzir gubitak ili oštećenje robe u procesu proizvodnje, kupovine, transporta, skladištenja i isporuke, kao i osiguranje osoblja i lica treće strane, Strana B snosi odgovornost za troškove. Strana B će obezbediti neophodne sredstva za zaštitu na radu i sredstva za bezbednost transportnog osoblja, a Strana B će snositi sve troškove kao što su plate, beneficije, osiguranje i drugi troškovi transportnog osoblja. Materijal mora da bude bude kupljen od proizvođača sa licencom za proizvodnju i da ispunjava zahteve nacionalnih bezbednosnih standarda zaštite.

	a production license and should meet the requirements of national safety protection standards.	
十、结算方式及期限	**10. Settlement method and deadline**	**10. Način i rok plaćanja**
10.1甲方采取银行转账方式进行付款。	10.1 Party A shall make payment by bank transfer.	10.1 Strana A će uplatu izvršiti na tekući račun Strane B.
10.2乙方向甲方提供当批货款 30% 的预付款形式发票，甲方收到乙方提供的发票后，采取银行转账方式将货款支付给乙方作为预付款，乙方承诺向甲方提供1（一）张填写本票，并在国家银行票据登记簿中登记，附有“无异议”条款，并附有本票授权，该本票可补足不正当垫款金额付款，有效期至支付全部预付款，同时提交经商业银行认证的存款签字样本的认证复印件。待货物运输并安装好，甲方在IPC审批后30天内支付剩余 70% 的货款，乙方应提供合法有效、税务部门认可的正规发票。如乙方不提供发票，视为乙方违约，甲方有权拒绝付款且不承担违约责任。	10.2 Before each delivery, Party B shall provide Party A with a proforma invoice of 30% of the current batch of payment. After receiving the invoice provided by Party B, Party A shall make the payment to Party B by bank transfer as an advance payment. Party B promises to provide one (1) filled in promissory note to Party A and register it in the National Bank bill register, with a "no objection" clause and shall be accompanied by an authorization for this promissory note to be used to supplement any advance payment amounts and is valid until the full advance payment is made. Party B shall also submit a certified copy of the specimen signature card authenticated by a commercial bank. After the goods are transported and installed, Party A shall pay the remaining 70% of the payment within 30 days from the verification of the IPC, and Party B shall provide legal and valid official invoices	10.2 Pre svake isporuke, Strana B će dostaviti Strani A profakturu za avansno plaćanje u iznosu od 30% tekućeg plaćanja. Nakon što Strana A primi profakturu koju je dostavila Strana B, ona će izvršiti plaćanje Strani B kao avansno plaćanje bankovnim transferom. Strana B se obavezuje da će Strani A dostaviti jednu (1) popunjenu menicu. Ova menica će biti upisana u registar menica Narodne banke i sadržaće klauzulu „bez protesta“. Uz to će biti priloženo i ovlašćenje koje dozvoljava korišćenje ove menice za pokrivanje iznosa avansa. Važenje ove menice traje dok se ne izmiri potpuna avansna uplata. Strana B je takođe dužna da dostavi strani A overenu kopiju kartona deponovanih potpisa, overenu od strane poslovne banke. Nakon što je roba isporučena i ugrađena, Strana A će platiti preostalih 70% uplate u roku od 30 dana od overe IPC-ja, a Strana B će obezbediti legalne i važeće zvanične fakture

	recognized by the tax authorities. If Party B fails to provide invoices, it shall be deemed that Party B is in breach of contract, and Party A has the right to refuse to pay and shall not be liable for breach of contract. During the performance of the contract, unless there are special circumstances, Party A will not accept Party B's change of the payment account number.	koje priznaje poresko odeljenje. Ukoliko Strana B ne dostavi fakturu, to će se smatrati kršenjem ugovora od strane Strane B, a Strana A ima pravo odbiti plaćanje i neće biti odgovorna za kršenje ugovora. Za vreme izvršenja ugovora, osim u slučaju posebnih okolnosti, Strana A neće prihvati promenu broja računa Strane B.
在合同履行过程中，如无特殊情形，甲方不接受乙方变更收款账号。		**11. Obaveze obe strane:**
十一、双方责任： （一）甲方责任 1、甲方负责提供货物存放场地，派专人指挥乙方送货车辆。乙方驾驶员须服从甲方收料人员的指挥，把货物卸到指定地点； 2、如果需要甲方到乙方厂内进行实地考查，乙方应提供方便条件并给予配合。	**11.Responsibilities of both parties:** (1) Party A's responsibility 1. Party A is responsible for providing the material storage site, and dispatches special personnel to direct Party B's delivery vehicles. The driver of Party B shall obey the instructions of the receiving personnel of Party A and unload the materials to the designated place; 2. If Party A is required to conduct on-site inspection in Party B's factory, Party B shall provide convenient conditions and cooperate. (2) Party B's responsibility 1. Party B is responsible for supplying materials that meet the requirements of the owner, the	(1) Obaveze Strane A 1. Strana A je u obavezi da obezbedi mesto za skladištenje materijala, da posebno odredi čoveka koji će navoditi kamion Strane B. Vozač Strane B mora postupiti po uputstvima primaoca Strane A i da izvrši istovar na određeno mesto; 2.Ukoliko je potrebno da Strana A izvrši proveru na licu mesta na fabrici Strane B, Strana B će obezbediti uslove i saradnju. (2) Obaveze Strane B 1. Strana B je u obavezi da isporuči materijal koji će zadovoljiti zahteve vlasnika, nadzora Strane A, Strana A ima pravo kontorole kvaliteta

（二）乙方责任 1、乙方负责供应满足业主和监理的材料，甲方对材料质量有监督权。 2、乙方所供应材料如不符合合同约定要求且已经卸料的，乙方要及时负责清理出场，所发生的费用由乙方自行承担。 3、乙方供应量不能满足甲方或材料质量不符合本合同约定的标准时，甲方有权解除合同并另选合格供货商。 乙方应向甲方提供合规增值税发票，并按实际提供货物情况，准确填写发票项目。因乙方发票填写有误，造成甲方增值税抵扣税额损失的，由乙方全额进行赔偿。	supervisor. Party A has the right to supervise the quality of the materials. 2. If the materials supplied by Party B do not meet the requirements of the contract and have been unloaded, Party B shall be responsible for cleaning up and exiting the site in a timely manner, and the expenses incurred shall be borne by Party B. 3. When the supply quantity of Party B cannot meet the requirements of Party A or the quality of the materials does not meet the standards stipulated in this contract, Party A has the right to terminate the contract and select another qualified supplier. Party B shall provide Party A with a compliant VAT invoice, and shall comply with the actual conditions of the goods provided. Fill in the invoice items correctly. Due to the incorrect filling of Party B's invoice, Party A's VAT deduction amount is lost If lost, Party B shall compensate in full. 12. **Liability for breach of contract** 12.1 If Party B fails to deliver the goods at the agreed time (except for force majeure factors), and	materijala. 2. Materijal koji je Strana B dostavila koji nije u skladu sa odredbama ugovora, a već je istovaren, Strana B je u obavezi da blagovremeno počisti i odnese sa gradilišta, sve pri tom nastale troškove snosiće Strana B. 3.U slučaju da kapaciteti Strane B ne mogu da zadovolje potražnju Strane A ili kada kvalitet ne odgovara standardima određenim ovim ugovorom, Strana A ima pravo da prekine ugovor i da traži drugog odgovarajućeg dobavljača. Strana B će Strani A dostaviti pravilnu fakturu sa PDV-om, i na osnovu stanja stvarno isporučene robe pravilno popuniti stavke fakture. Ukoliko greška pri popunjavanju fakture Strane B za posledicu ima gubitke povraćaja PDV-a Strane A, Strana B će u celosti izvršiti nadoknadu. **12. Odgovornost za kršenje ugovora** 12.1 Ako Strana B ne isporuči robu u dogovorenom roku (osim faktora više sile), ili ne može da je isporuči u celosti ili delimično, ili isporučena roba Strane B ne ispunjava uslove kvaliteta

十二、违约责任 12.1乙方未按约定时间交货（不可抗力因素除外），乙方不能全部或不能部分交货的，乙方交货不符合质量要求视为交货不能，都属于乙方违约，乙方应以货物价款为基数，按日 0.01% 承担违约责任，但不能超过合同总金额的2%。乙方逾期交货 5 天的，甲方有权解除合同。	Party B cannot deliver all or part of the goods, and if Party B fails to deliver the goods in accordance with the quality requirements, it shall be deemed that Party B cannot deliver the goods, which belongs to Party B's breach of contract, Party B shall, taking the price of the goods as the base, pay 0.01% of the daily obligation for breach of contract, but no more than 2% of the total contracted amount. If Party B delays the delivery for 5 days, Party A has the right to terminate the contract.	smatraće se da nije u mogućnosti da izvrši isporuku, što predstavlja kršenje ugovora od strane Strane B. Strana B će uzevši cenu robe za osnovicu, plaćati 0,01% dnevne obaveze za kršenje ugovora, ali ne više od 2% od ukupnog ugovorenog iznosa. . Ako Strana B kasni sa isporukom 5 dana, Strana A ima pravo da otkaže ugovor.
十三、不可抗力 13.1 不可抗力的确认 13.1.1 不可抗力是指买卖双方在订立合同时不可预见、在履行合同过程中不可避免并不能克服的自然灾害和社会性突发事件，如地震、海啸、瘟疫、洪涝、骚乱、暴动、战争、流行性疾病。	**13 Force Majeure** 13.1 Confirmation of Force Majeure 13.1.1 Force majeure refers to natural disasters and social emergencies that are unforeseeable by the buyer and seller when entering into the contract, unavoidable and insurmountable during the performance of the contract, such as earthquakes, tsunamis, plagues, floods, riots, wars, epidemic disease. 13.1.2 After the occurrence of force majeure, both parties shall promptly and seriously count the losses and collect evidence of losses caused by force majeure. **13.2 Notification of Force**	**13 Viša sila** 13.1 Potvrda više sile 13.1.1 Viša sila se odnosi na prirodne katastrofe i društvene vanredne situacije koje su nepredvidive od strane kupca i prodavca prilikom sklapanja ugovora, neizbežne i nepremostive tokom izvršenja ugovora, kao što su zemljotresi, cunami, kuge, poplave, neredi i ratovi, epidemije zarazne bolesti. 13.1.2 Nakon pojave više sile, obe strane će odmah i predano prebrojati gubitke i prikupiti dokaze o gubicima izazvanim višom silom. **13.2 Obaveštenje o višoj sili** Nakon nastupanja više sile, ugovorne strane će pismenim putem obavestiti drugu stranu u

13.1.2 不可抗力发生后，双方应及时认真统计所造成的损失，收集不可抗力造成损失的证据。 13.2 不可抗力的通知 在不可抗力事件发生后，当事方应尽快以书面形式通知对方，并于事件发生后15日内将有关部门出具的证明文件送对方审阅确认。 13.3 不可抗力的处理 13.3.1 双方应在不可抗力因素发生的合理的时间内采取补救措施，达成进一步履行合同的协议。协商不成的向苏博蒂察法院提起诉讼 13.3.2 不可抗力发生后，双方应采取措施尽量避免和减少损失的扩大，任何一方没有采取有效措施导致损失扩大的，应对扩大的损失承担责任。	**Majeure** After the occurrence of a force majeure event, the parties shall notify the other party in writing as soon as possible, and send the certification documents issued by the relevant departments to the other party for review and confirmation within 15 days after the occurrence of the event. **13.3 Handling of Force Majeure** 13.3.1 Both parties shall take remedial measures within a reasonable time when force majeure occurs and reach an agreement for further performance of the contract. If the negotiation fails, file a lawsuit in the court of Subotica. 13.3.2 After the occurrence of force majeure, both parties shall take measures to avoid and reduce the expansion of losses as much as possible. If either party fails to take effective measures against the losses expansion, it shall be liable for the expanded losses. 13.3.3 If a party to the contract delays the performance of the contractual responsibility, if force majeure occurs during the delay in performance, the contractual responsibility will not be exempted. **14.Ways to resolve contract**	najkraćem mogućem roku, i poslati sertifikovanu dokumentaciju koju su izdale relevantne službe drugoj strani na pregled i potvrdu u roku od 15 dana od dana nastanka događaja. **13.3 Suočavanje sa višom silom** 13.3.1 Obe strane će preduzeti korektivne mere u razumnom roku kada dođe do više sile i postići dogovor za dalje izvršavanje ugovora. Ako se ne postigne dogovor, podnosi se tužba sudu u Subotici. 13.3.2 Nakon pojave više sile, obe strane će preduzeti mere da izbegnu i smanje gubitake koliko god je to moguće. Ako bilo koja strana ne preduzme efikasne mere protiv povećanja gubitaka, ona će biti odgovorna za uvećane gubitke. 13.3.3 Ako strana u ugovoru odloži izvršenje ugovorne obaveze, ako dođe do više sile tokom kašnjenja u izvršenju, ugovorna obaveza neće biti izuzeta. **14. Načini rešavanja sporova** Tokom izvršenja ovog ugovora, sva pitanja koja nisu obuhvaćena

13.3.3 合同一方当事人延迟履行合同责任，在延迟履行期间发生不可抗力的，不免除其合同责任。	**disputes** During the execution of this contract, any matters not covered in this contract should be resolved through negotiation between the two parties. If the negotiation fails, both parties agree to file a lawsuit with the court in Belgrade.	ovim ugovorom treba da budu rešena pregovorima između dve strane. Ukoliko se dogovor ne postigne, obe strane su saglasne da podnesu tužbu sudu u Beograd.
十四、解决合同纠纷的方式 本合同执行过程中，发生本合同未尽事宜，双方协商解决，如协商不成，双方约定向贝尔格莱德法院进行诉讼。	**15. Other agreed matters** 15.1 If Party A changes the design due to the owner's reasons and needs to change the content of this contract, Party B's written consent is required; the modification or cancellation of the contract due to other reasons shall be agreed by both parties and confirmed in writing. If one party does not agree, the original contract continues to be valid; 15.2 The Supervisor and the Owner also have the right to inspect the materials supplied and installed by by Party B, and Party B must unconditionally accept the reasonable requirements put forward. 15.3 Both the buyer and supplier parties are independent accounting units, and any economic transactions between the two parties with third-party units, collectives, and individuals do not involve the other party.	**15.Drugi dogovori** 15.1 Ako Strana A promeni nacrt zbog zahteva vlasnika i treba da promeni sadržaj ovog ugovora, potrebna je pismena saglasnost Strane B; u vezi izmene ili raskida ugovora iz drugih razloga obe strane će se saglasiti i pismeno potvrditi. Ako se jedna strana ne složi, originalni ugovor nastavlja da važi; 15.2. Nadzorni organ i vlasnik takođe imaju pravo da pregledaju materijale koje je isporučuje i ugrađuje Strana B, a Strana B mora bezuslovno prihvatiti postavljene razumne zahteve. 15.3 Obe strane i kupac i dobavaljač su nezavisne računovodstvene jedinice i bilo koje ekonomske transakcije između dve strane sa jedinicama treće strane, kolektivima i pojedincima ne uključuju drugu stranu. 15.4 Strana B će biti u potpunosti odgovorna za sigurnosne nezgode uzrokovane nepravilnim
十五、其他约定事宜 15.1甲方若因业主原因发生设计变更，需对本合同内容进行变更时，需经乙方书面同意；双方因其他原因引起的合同变更或解除，需双方同意且以书面形式确定，若一方不同意，原合同继续有效； 15.2监理、业主对乙方供应和安装的材料同样有权检验，提出的合理要求，乙方必须无条件接受。		

15.3供需双方均为独立核算单位，双方与第三方的单位、集体、个人发生的任何经济往来均不牵扯另一方。	15.4 Party B shall be fully responsible for safety accidents caused by improper operation of Party B's personnel, and Party A shall not bear any linked effects. Party B shall bear all compensatory responsibilities for losses caused to third parties due to Party B's reasons.	radom osoblja Strane B, a Strana A neće snositi nikakve povezane posledice. Strana B snosi sve kompenzacione odgovornosti za gubitke prouzrokovane trećim licima iz razloga Strane B.
15.4由于乙方人员操作不当造成的安全事故，乙方负全部责任，甲方不承担任何连带影响。因乙方原因造成第三方损失的，乙方应承担全部赔偿责任。	15.5 If a guarantee is required, a separate contract guarantee letter shall be made as an appendix to this contract.	15.5 Ako je potrebna garancija, posebno pismo o garanciji ugovora biće napravljeno kao aneks ovom ugovoru.
15.5如需提供担保，另立合同担保书，作为本合同附件。	**16. Laws and Regulations** 16.1 The law of the Republic of Serbia applies to this Contract.	**16. Zakoni i propisi** 16.1 Na ovaj ugovor se primenjuje pravo Republike Srbije.
十六、法律和法规 16.1本合同适用塞尔维亚共和国法律。	**17.** This contract is made in four copies, one for Party B and three for Party A. If any doubts arise from the contract, the English version shall prevail. Contract will take effect after being signed and sealed by both parties, and will be terminated automatically after all contractual obligations have been fulfilled.	**17.** Ovaj ugovor je sačinjen u četiri primerka, jedan za Stranu B i tri za Stranu A. Ukoliko dođe do bilo kakvih nedoumica uzrokovane ovim ugovorom, engleska verzija će biti važeća. Ugovor stupa na snagu nakon što ga potpišu i overe obe strane, i biće automatski raskinut nakon što se izvrše sve ugovorne obaveze.
十七、本合同一式肆份，乙方壹份，甲方叁份，合同如有疑义以英文版为准，经双方签字并盖章后生效，履行完所有合同义务后自行终止。		
甲方：山东省路桥集团有限公司	Party A: Shandong Luqiao Group Co.,	Strana A: Shandong Luqiao Group Co., Ltd. Ogranak Beograd - Novi

塞尔维亚分公司
单位名称（盖章）
法定代表人
（或委托代理人）：
电话：
联系人：邬琛
联系地址：Trg prijateljstv rbije i Kine 4
账号：
电话：0648648567

Ltd. Ogranak Beograd - Novi Beograd

Unit name (seal)

legal representative (or proxy):
Phone:
Contact person: Huan Chen
Contact address: Trg prijateljstva Srbije i Kine 4
Bank account no.:
Tel: 0648648567

Beograd

Naziv preduzeća (seal)

Pravni zastupnik (ili punomoćnik):

Telefon:

Osoba za kontakt: Huan Chen

Adresa : Trg prijateljstva Srbije i Kine 4
Broj računa:
Tel:0648648567

乙方：：Unipromet d. o. o. Cacak

单位名称（盖章）

法定代表人

（或委托代理人）：

Aleksandar Marković

联系人：Ivana Radovanović

电话：032/357-040

Party B: : Unipromet d. o. o. Cacak

Unit name (seal)

legal representative

(or proxy): Aleksandar Marković

Contact person: Ivana Radovanović

Tel: 032/357-040

Strana B:: Unipromet d. o. o. Cacak

Naziv preduzeća (pečat)

Pravni zastupnik

(ili punomoćnik): Aleksandar Marković

Osoba za kontakt: Ivana Radovanović

Tel: 032/357-040

签订时间：2023年 12 月 7 日

签订地点：苏博蒂察市

Signing date: 7.12.2023.

Signing location: City of Subotica

Datum potpisivanja: 7.12.2023.

Mesto potpisivanja: Grad Subotica

„UNIPROMET" d.o.o. Čačak

1. Pravna služba	
2. Finansijska služba	
3. Komercijalna služba	
4. Tehnička služba	